

H-0274

26-02

This document does  
NOT CIRCULATE

AGREEMENT

between

The Clark Board of Education  
of the Township of Clark  
Union County, New Jersey

and

The Clark Education Association

June 1970 - 71

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PREAMBLE

page 1

1        It is the intent and purpose of the parties hereto to promote  
2        and improve the educational system and relations between the  
3        Board and its employees and to establish a basic contract rela-  
4        tive to terms and conditions of employment in accordance with  
5        Chapter 303 New Jersey Statutes 1968.  
6

7        Schools exist to provide a learning center for the children  
8        of the community. The combined efforts of Board of Education  
9        members, administrators, supervisors, teachers, and parents  
10      should further this concept.  
11

12      Negotiations establish an employer-employee situation.  
13      The Board plans, organizes, directs, coordinates, and assumes  
14      responsibility. It is concerned with efficiency, authority, cost,  
15      and evaluation in order to insure that the objectives of the organ-  
16      ization are met.  
17

18      A wide variety of teacher study, research, recommenda-  
19      tion, pilot trial, and other forms of employee participation are  
20      encouraged and provided. These are undertaken in the spirit of  
21      research and development to further our mutual aim.  
22  
23

AGREEMENT

24      This Agreement made this                    day of                1970  
25      by and between the Board of Education of the Township of Clark,  
26      County of Union, New Jersey, a municipal corporation, herein-  
27      after referred to as the "Board", and the Clark Education Asso-  
28      ciation, hereinafter referred to as the "Association".  
29

WITNESSETH

34      In consideration of the following mutual covenants, it is  
35      hereby agreed as follows:  
36

ARTICLE 1.10

RECOGNITION

41      1. The Board hereby recognizes the Association as the sole  
42      and exclusive bargaining representative on behalf of all the em-  
43      ployees in the collective bargaining unit.  
44

45      2. The term "employees" shall embrace members of the  
46      following employee groups: professional staff (teachers -  
47      regular and special - and school nurses); clerical staff (secre-  
48      taries, clerks, accounting clerks); maintenance and custodial

1       (maintenance men, maintenance man/groundskeeper, custodians,  
2       bus driver). All other employees, such as administrative secre-  
3       taries of the Superintendent and the Business Administrator;  
4       Principals; Helping Teacher; Curriculum Coordinator; Directors  
5       of the following: Special Services, Summer School, Cafeteria,  
6       Recreation, Buildings & Grounds; and, the Maintenance Foreman are  
7       specifically excluded.

8  
9       3. Unless otherwise indicated, the term "employees", when  
10      used hereinafter in this Agreement, shall refer to all employees  
11      represented by the Association in the negotiating unit as above de-  
12      fined.

13  
14    ARTICLE 1.20

15    NEGOTIATION PROCEDURE

16  
17       1. The parties agree to enter into collective negotiations over  
18       a successor Agreement in accordance with Chapter 303, Public  
19       Laws 1968 State of New Jersey, in a good faith effort to reach  
20       agreement on all matters concerning the terms and conditions  
21       of employment. Such negotiations shall begin not earlier than  
22       September 15, and no later than October 1 of the calendar year  
23       preceding the calendar year in which this agreement expires.

24  
25       2. Negotiations will begin by a committee of the Association  
26       and a committee of the Board; by the Association for such em-  
27       ployees as the Association is the proven, legal bargaining repre-  
28       sentative and the same is recognized by the Board as provided in  
29       Chapter 303, Public Laws 1968 State of New Jersey. These two  
30       committees will be relatively equal in number and maintain stability  
31       in personnel assigned. To this number will be added the Superin-  
32       tendent of Schools and a Principal representative. A representa-  
33       tive of other employee groups, as they become involved in the ne-  
34       gotiations, shall also be present.

35  
36       3. During negotiations, the representatives of the Board and  
37       the Association shall present relevant, non-confidential data, ex-  
38       change points of view and have the power to make proposals and  
39       counter-proposals in the course of the negotiations.

40  
41       4. If any part of this Agreement is held invalid by an agency  
42       of proper legal jurisdiction, the remaining portions of this Agree-  
43       ment will remain in effect for the remainder of the term of this  
44       Agreement.

1        5. At the end of each negotiating session, a summary of  
2 points shall be written for future use by both parties. In addi-  
3 tion, a brief agenda for the subsequent meeting will be noted.  
4

5        6. This Agreement shall not be modified in whole or in  
6 part by the parties except by an instrument in writing duly exe-  
7 cuted by both parties.  
8  
9

10                          ARTICLE 1.30

11                          ASSOCIATION RIGHTS AND PRIVILEGES

14        Whenever any representative of the Association or any teacher  
15 is mutually scheduled by the Board and the Association to partici-  
16 pate during working hours in negotiations or grievance procedures,  
17 he shall suffer no loss in pay.  
18

19        Representatives of the Association, the NJEA and the NEA  
20 shall be permitted with the knowledge and reasonable consent of  
21 the Principal, to transact official Association business on school  
22 property provided that this shall not interfere with nor interrupt  
23 normal school operations.  
24

25        The Association shall have the right to use school buildings  
26 under the existing Board of Education policies which provide for  
27 application and approval to use school facilities.  
28

29        The Association shall have the right to post information on  
30 the bulletin board in each faculty room. Copies of any materials  
31 posted shall be given to the building principal prior to posting.  
32

33        The Association shall have the right to use, within reason,  
34 the inter-school mail service and school mail boxes in dissemina-  
35 tating information.  
36

37        The Board shall grant three (3) days leave with pay to the  
38 President of the Association in order to attend to Association  
39 business of the county or the state.  
40

41        Each year the Superintendent and his staff will provide new  
42 teacher orientation programs with the aid of the Clark Education  
43 Association.  
44  
45

46                          ARTICLE 1.40

47                          TEACHER RIGHTS

48        In accordance with existing laws, the Board hereby agrees  
49  
50

1 that every employee of the Board shall have the right freely to  
2 organize, join, and support the Association and its affiliates, for  
3 engaging in collective negotiation and other concerted activities  
4 for mutual aid and protection.

## ARTICLE 1.50

## LEGAL RESPONSIBILITIES

11           Association acknowledges that the employees of the Board  
12 which it represents are not entitled to strike or to disable the  
13 Board in the discharge of its statutory duty and Association  
14 agrees that such action would constitute a material breach of  
15 this Agreement. Nothing contained in this Agreement shall be  
16 construed to limit or restrict the Board in its right to seek and  
17 obtain such judicial relief as it may be entitled to have, in law  
18 or in equity, for injunction or damages or both in the event of  
19 such breach.

## ARTICLE 1.60

## GRIEVANCE PROCEDURE

## DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

33           The term "grievance" and the procedure relative thereto,  
34       shall not be deemed applicable in the following instances:

36           1. The failure or refusal of the Board to renew a  
37 contract of a non-tenure employee; or a non-tenure  
38 appointment of a tenured employee which arises by reason  
39 of his not being re-employed or re-appointed to the non-  
40 tenure position;

42           2. In matters where a method of review is prescribed  
43       by law, any rule, or regulation, or by decision of the State  
44       Commissioner of Education or the State Board of Education  
45       having the force and effect of law;

47               3. In matters where the Board is without authority  
48               to act;

- 1        4. In matters prescribed by law involving the sole
- 2                and unlimited discretion of the Board;
- 3
- 4        5. In matters prescribed by law where the discretion
- 5                of the Board may not be unlimited but where, after the
- 6                exercise of such discretion, a further review of the Board's
- 7                action is available under provisions of State Law.
- 8

9                The term "employee" shall mean any regularly employed  
10              individual receiving compensation from the Board but shall  
11              not include the Superintendent.

12              The term "representative" shall include any organization,  
13              agency, or person authorized or designated by any employee  
14              or any group of employees, or by a public employees associa-  
15              tion, or by the Board to act on its or their behalf and to repre-  
16              sent it or them.

17              The term "immediate" superior shall mean the person to  
18              whom the aggrieved employee is directly responsible.

19              The term "party" means an aggrieved employee, his im-  
20              mediate superior, the school principal or any staff member  
21              below the Superintendent who may be affected by the determina-  
22              tion of the Superintendent in connection with the procedure here-  
23              in established.

#### PROCEDURE

31              1. An aggrieved employee shall give advice of possible  
32              grievance within ten (10) working days and to institute official  
33              action under the provisions hereof within thirty (30) working  
34              days of the occurrence complained of, or within the above limits  
35              after he would reasonably be expected to know of its occurrence.  
36              Failure to act within said thirty (30) day period, shall be deemed  
37              to constitute an abandonment of the grievance.

38              2. An employee processing a grievance, shall be assured  
39              freedom from restraint, interference, coercion, discrimina-  
40              tion, or reprisal.

42              3. In the presentation of a grievance, the employee shall  
43              have the right to present his own appeal or to designate a repre-  
44              sentative to appear with him at any step in his appeal. A  
45              minority organization shall not have the right to present or  
46              process a grievance.

1           4. Whenever the employee appears with a representative,  
2           the Board shall have the right to designate a representative to  
3           participate at any stage of the grievance procedure.

4  
5           5. An employee shall first discuss his grievance orally  
6           with his immediate superior. Where the immediate superior is  
7           below the rank of principal, the principal shall be notified and  
8           shall be present at and participate in said hearing. A decision  
9           shall be rendered within ten (10) working days of said hearing  
10          by the principal.

11  
12          6. If the grievance is not resolved to the employee's  
13          satisfaction, within five (5) working days from the determination  
14          referred to in Paragraph 5 above, the employee shall submit his  
15          grievance to the Superintendent of Schools in writing, specifying:

16  
17           a. The nature of the grievance;  
18  
19           b. The results of the previous discussion;  
20  
21           c. The basis of his dissatisfaction with the determination.

22  
23          7. A copy of the writing called for in Paragraph 6 above,  
24          shall be furnished to the school principal.

25  
26          8. Within ten (10) days from the receipt of the written  
27          grievance (unless a different period is mutually agreed upon  
28          in writing), the Superintendent shall hold a hearing at which  
29          all parties in interest shall have the right to be heard.

30  
31          9. Within ten (10) days of completion of said hearing  
32          (unless a different period is mutually agreed upon in writing),  
33          the Superintendent shall, in writing, advise the employee and  
34          his representative, if there be one, of his determination and  
35          shall forward a copy of said determination to the school princi-  
36          pal and to the immediate superior of the aggrieved employee.

37  
38          10. In the event of the failure of the Superintendent to act  
39          in accordance with the provisions of Paragraphs 8 and 9, or,  
40          in the event a determination by him in accordance with the pro-  
41          visions thereof, is deemed unsatisfactory by either party - the  
42          dissatisfied party, within ten (10) days of the failure of the  
43          Superintendent to act or within ten (10) days of the determination  
44          by him, may appeal to the Board of Education.

45  
46          11. Where an appeal is taken to the Board, there shall be  
47          submitted by the appellant in writing, set forth in Paragraphs  
48          6 and 9, and a further statement in writing setting forth the  
49          appellant's dissatisfaction with the Superintendent's action. A  
50          copy of said statement shall be furnished to the Superintendent  
51          and Principal.

1       12. If the applicant, in his appeal to the Board, does not  
2 request a hearing, the Board may consider the appeal on the  
3 written record submitted to it, or the Board may, on its own,  
4 conduct a hearing, or it may request the submission of addi-  
5 tional written material. Where additional written materials are  
6 requested by the Board, copies thereof, shall be served upon  
7 the Superintendent and Principal, who shall have the right to  
8 reply thereto.

9  
10     13. Where the appellant requests, in writing, a hearing  
11 before the Board, a hearing shall be held. Within ten (10)  
12 working days, action shall be initiated to set a mutually satis-  
13 factory hearing date.

14  
15     14. The Board shall make a determination within thirty  
16 (30) days from the receipt of the grievance, if no hearing; if  
17 hearing, then thirty (30) days after completion of hearing, and  
18 shall, in writing, notify the employee, his representative if  
19 there be one, the Principal, and the Superintendent of its deter-  
20 mination. This time period may be extended by mutual agree-  
21 ment of the parties.

22  
23     15. In the event an employee is dissatisfied with the de-  
24 termination of the Board he shall have the right to request  
25 advisory arbitration pursuant to rules and regulations established  
26 by the Public Employment Relations Commission under the pro-  
27 visions of Chapter 303, Public Laws of 1968.

28  
29     A request for advisory arbitration shall be made no later  
30 than fifteen (15) days following the determination of the Board.  
31 Failure to file within said time period shall constitute a bar to  
32 such arbitration unless the aggrieved employee and the Board  
33 shall mutually agree upon a longer time period within which to  
34 assert such a demand.

35  
36     In the event of advisory arbitration, the costs of the arbitra-  
37 tor's services, expenses, stenographic and other costs attendant  
38 thereto shall be equally shared by the parties and each of the  
39 parties shall bear their own costs.

40  
41     16. In the event a grievance should be filed by any employee  
42 who is not subject to the jurisdiction of any principal, he shall  
43 discuss his grievance initially with his immediate superior and if  
44 still dissatisfied with the determination, may appeal to the Super-  
45 intendent and if still dissatisfied, the Board in accordance with  
46 the provisions herein set forth.

47  
48     17. In any case, where a grievance is based upon the direct  
49 order, ruling or determination of the Superintendent, the aggrieved

1 employee may appeal directly to the Board within ten (10)  
2 days of the issuance of said Order, ruling or directive, or  
3 within ten (10) days of the time when same shall have been  
4 brought to the employee's attention, by filing with the Secre-  
5 tary of the Board, in writing, setting forth:

6

- 7       a. The order, ruling or determination complained of;
- 8       b. The basis of the complaint;
- 9       c. A request for a hearing if a hearing is desired.

10

13       A copy of the writings set forth above shall be served upon  
14 the Superintendent who shall have the right to reply in writing  
15 thereto. A copy of such reply shall be served upon the aggrieved  
16 employee.

17

18       18. Upon receipt of a grievance filed under the provisions  
19 of Paragraph 17, the procedure shall be as set forth in Para-  
20 graphs 12 and 14.

21

22       19. All employees shall be entitled to resort to the full  
23 procedure hereinabove set forth.

24

25       20. The parties will arrange to have hearing or arbitration  
26 meetings held at times which will not interfere with the normal  
27 operation of the schools whenever possible.

28

29       21. Employee representation as provided shall be at no cost  
30 or expense to the Board.

31

32       22. Inaction at any stage where time limits are specified  
33 shall be construed as consent to an opposing finding.

36    ARTICLE 2.10

37    TEACHER EMPLOYMENT

39

40       Credit on the Teacher Salary Schedule may be given for  
41 previous outside-the-district full time teaching experiences.  
42 Additional credit not to exceed four (4) years for military ex-  
43 perience and credit not to exceed two (2) years for Peace Corps,  
44 VISTA, or National Teacher Corps work may be given upon initial  
45 employment.

1                   ARTICLE 2.20

2  
3                   STAFF ASSIGNMENTS

4  
5         Openings for staff assignments will be announced to the  
6         present staff through available communication media normally  
7         distributed to all professional staff members.

8  
9  
10                  ARTICLE 2.30

11  
12                  THE SCHOOL YEAR

13  
14         Teacher work days will be scheduled at 190 days for the  
15         school year.

16  
17         If emergency closing of school (such as for snow days)  
18         diminishes the school calendar, these days will be considered  
19         lost to the teachers' schedule as well. However, if the number  
20         of days closed diminishes the school calendar below 180 days,  
21         then the number of days needed to raise pupil days to 180 will  
22         be scheduled before July 1 of that school year.

23  
24         For two district-wide faculty meetings during the school  
25         year, pupils will be dismissed at 1:30 p.m. after pupil lunch  
26         periods.

27  
28         The last day of the pupil school year will end at 12 noon  
29         unless that day is needed for a 180-day school year.

30  
31                  ARTICLE 2.40

32  
33                  TRANSFERS - VOLUNTARY

34  
35         Teachers who desire a change in grade and/or subject  
36         assignment, or who desire to transfer to another building,  
37         may file a written statement of such preference with the Prin-  
38         cipal and Superintendent.

39  
40  
41                  ARTICLE 2.50

42  
43                  TRANSFERS - INVOLUNTARY

44  
45  
46         An involuntary transfer or reassignment will be accom-  
47         panied by a meeting between the Principal and the teacher in-  
48         volved, at which time the reasons for the transfer and the

1       objections of the teacher will be discussed. Such reasons  
2       and objections may be given in writing by both the teacher and  
3       the Principal at the request of either party.

4

5

6                   ARTICLE 2.60

7

8

9                   LEAVES

10

11

12                   Sick Leave

13

14       All full-time employees of the Board of Education shall re-  
15       ceive eleven (11) days per year sick leave for each year of em-  
16       ployment at full pay. After the 10th year, and after each 5-year  
17       period thereafter, an additional day for such five-year period,  
18       will be added. All unused sick days shall be accumulated to a  
19       maximum of 15 days per year for use in subsequent years.

20

21

22                   Personal Leave

23

24

25       All full-time professional staff of the Board of Education  
26       shall, upon application to the Principal in writing, and with  
27       approval of the Superintendent, receive personal days at full pay  
28       for religious, business, or family reasons.

29

30

31       Application for such leave should be submitted as far in ad-  
32       vance as possible to the Superintendent of Schools.

33

34

35       A total number of such days will remain unspecified subject  
36       to annual review by the Board and the Association and possible  
37       regulation if these terms become unwieldy in administration.

38

39

40       All full-time clerical, and maintenance and custodial em-  
41       ployees of the Board may, upon application to the Principal in  
42       writing, and by approval of the Business Administrator, and  
43       Superintendent, receive up to three (3) full days per year at full  
44       pay for religious, personal business, or family reasons. Appli-  
45       cation for such leave should be submitted as far in advance as  
46       possible.

47

48

49       Such days are intended to cover emergency conditions over  
50       which the employee has no control. These are not intended as  
additional holidays.

51

52

53                   Death in Immediate Family

54

55

56       All full-time employees of the Board of Education shall,  
57       upon application in writing, and with approval of the Superinten-  
58       dent, receive personal days at full pay for death in the immediate  
59       family.

The number of days taken shall depend on the relationship of the deceased to the member and the member's responsibilities in making funeral arrangements. Generally such absence should not extend beyond the day of the funeral.

## ARTICLE 2.70

## **COMPLAINTS**

Every effort should be made by the teacher and the parent to resolve any differences which lead to misunderstandings.

If a complaint regarding a teacher, which is made to any member of the administration by a parent, student or other person, cannot be resolved informally by the immediate superior, the Principal and/or Superintendent, in meetings with the teacher and parent or complainant, during which meeting the teacher will be apprised of the full nature of the complaint, then the complaint must be submitted in writing to the administrator, the teacher, and the Board of Education.

## ARTICLE 2.80

## EVALUATION

All monitoring and observation of teaching by a teacher shall be conducted openly. A teacher shall be given a copy of the evaluation report prepared by the Principal. Both teacher and Principal will sign all copies. Evaluations by the Superintendent will be discussed with the teacher.

A teacher shall have the right, upon request to review the contents of his personnel file at the convenience of the Superintendent.

### ARTICLE 3.10

## SALARIES

Salary classifications for the duration of this contract are set forth in Schedule "A", annexed hereto and made a part hereof.

## ARTICLE 3.20

## ADVANCED STUDY GRANT

All full-time teachers who have completed the second year

1       of teaching in Clark are eligible to apply for financial grants for  
2       advanced study. Grants will be provided for 80% of the tuition  
3       cost of up to 12 semester hours during any fiscal year. In addition,  
4       cost of books and laboratory fees will be paid up to \$25  
5       based on 50% of such costs connected with the courses studied.  
6

7           Teachers in their second year of teaching in Clark shall be  
8       be eligible to apply for one (1) course in each of the Fall and  
9       Spring semesters not to exceed a total of six (6) semester hours.  
10

11          Notification of intent to pursue course work must be submitted  
12       by May 1 for the year beginning the following July through  
13       June. Forms for this purpose may be obtained in your school  
14       office. General information is sufficient at this time, such as  
15       a three (3) semester hour course in reading. Later the course  
16       number and title can be supplied when they are known.  
17

18          Reimbursement for expenses covered by the Grant will be  
19       processed for payment upon notification from the college of  
20       successful course completion.  
21

22          Application for Advanced Study Grants will be forwarded to  
23       the Superintendent of Schools for review, after which recom-  
24       mendations will be presented to the Board of Education for approval.  
25

26          The purposes of this Agreement are:  
27

28           1. To encourage applicants who aspire to an advanced  
29       degree.  
30

31           2. To encourage those preparing for positions in which  
32       the Clark Public Schools are in need of personnel.  
33

34           3. To encourage taking of courses which have the po-  
35       tential to improve the instructional ability of the applicant.  
36

37          The following guidelines will apply:  
38

39           1. Application for a grant must be made by May 1 of  
40       the year preceding the fiscal year in which courses will be  
41       pursued. At this time, the number of summer courses and  
42       the semester hours of credits will be designated. Application  
43       for first semester courses will be made by August 15.  
44       Application for second semester courses must be made final  
45       by December 15 in the fiscal year. Applications must be  
46       submitted on the form provided. As soon as specific course  
47       designations can be determined the Superintendent must be  
48       notified.

1           2. Applicant will state the purpose for desiring addi-  
2           tional study.

3  
4           3. Applicants may apply in consecutive years or other-  
5           wise.

6  
7           4. Tuition grants are not to be used by teachers who  
8           are already receiving aid from other sources, unless such  
9           aid shall be shown to be less than allowed by this Agreement  
10          in which case a grant for the differential should be requested.

11  
12          5. Teachers who plan to leave the Clark Schools through  
13          retirement or resignation should not apply.

14  
15          6. Teachers who leave the Clark Schools during the  
16          year of the grant, will be credited with not more than 50%  
17          of the amount of the grant if departure occurs during the  
18          first seven (7) months of the school year and will be credited  
19          in full for departure thereafter.

20  
21          7. A report at the conclusion of the program should  
22          be made through the Principal to the Superintendent which  
23          summarizes the knowledge attained in the course in rela-  
24          tionship to teaching and to the school system taken as a body.

25  
26          8. Advanced Study Grants are not given for undergraduate  
27          courses taken for teacher certification.

28  
29          9. If a course taken is not satisfactorily completed,  
30          a consultation with the Superintendent and his recommenda-  
31          tion is required before further grants are approved.

32  
33                 ARTICLE 3.30

34                 PROFESSIONAL DEVELOPMENT GRANTS

35  
36          Education moves forward through the persistent efforts of  
37          those teachers who bring new approaches, original ideas, and  
38          fresh insights into the classroom. To encourage creativity  
39          and innovation, the Clark Board of Education is initiating a  
40          3-part program as described below. The program is designed  
41          to provide special opportunities and financial help to teachers  
42          who wish to learn about and to try out novel strategies of teach-  
43          ing and learning.

44  
45                 I. Mini-grant

46  
47          Grants up to \$200 will be awarded directly to individual  
48          teachers for funding the special materials and supplies needed

1 to carry out innovative classroom projects. Each project  
2 will be considered on its individual merits - on the ex-  
3 tent to which it is innovative. All personnel who engage  
4 in teaching activities are eligible to apply for a mini-grant.  
5

6 Every teacher has ideas for creating a more meaning-  
7 ful learning experience for boys and girls. Often only a  
8 small sum of money stands between the teacher and the op-  
9 portunity to carry out an idea. The mini-grant program  
10 can help to get these ideas into the classroom.

11  
12 Conditions:  
13

- 14 1. A committee composed of 2 supervisors,  
15 2 principals, and 2 teachers will review  
16 all applications and recommend to the Super-  
17 intendent of Schools, those projects which  
18 merit funding. The Superintendent of Schools,  
19 in turn, makes recommendation to the Board  
20 of Education, which makes the final decision  
21 on funding.
- 22 2. Teachers may apply for a grant at any time  
23 of the year.
- 24 3. Teachers may submit more than one applica-  
25 tion (idea) at a time and as frequently as new  
26 ideas come to them.
- 27 4. The teacher makes application on the form  
28 provided by describing his/her innovation in  
29 some detail.
- 30 5. The application is submitted to the Principal  
31 who refers it to the aforementioned committee  
32 for processing.
- 33 6. Teachers should not become discouraged if  
34 their early efforts do not produce a mini-grant.
- 35 7. Worthy projects which require more funds than  
36 allotted in this grant should be submitted to the  
37 State Department of Education for an award up  
38 to \$1,000.

39  
40 II. Conferences, Conventions, Workshops Grants  
41

42 To further stimulate the interest of teachers in innova-  
43 tion and modern practices, opportunity is given to teachers,  
44

1 by the Clark Board of Education, to attend state and  
2 national professional meetings. Often a stimulating  
3 speaker or discussion provides the germ of an idea which  
4 becomes an innovation for a teacher.

5

6 Conditions

7

- 8 1. The conference must deal with the area being  
9 taught by the teacher requesting attendance at  
10 the conference. Attendance should hold promise  
11 of improving the teaching of the teacher attending.  
12
- 13 2. Attendance at any single conference is limited  
14 to 2% of our teaching staff.  
15
- 16 3. To be eligible for a Conference Grant, teachers  
17 must have completed three (3) full years of  
18 teaching in Clark.  
19
- 20 4. Teachers who receive a Conference Grant will  
21 submit a report to the Superintendent on the  
22 convention, conference, or workshop within  
23 two (2) weeks of their return to Clark.  
24
- 25 5. Application can be made on the form provided  
26 for this purpose. Forms are available in all  
27 school offices. Application must be made at  
28 least one (1) month in advance.  
29
- 30 6. Conference expenses for which the teacher is  
31 eligible include: registration fee, travel, room,  
32 and included meals.  
33

34 III. Summer Institute Grants

35

36 Teachers sharpen their knowledge and skills in teaching  
37 a particular subject area by attendance at institutes offered  
38 by most colleges and universities. Many of these institutes,  
39 particularly in mathematics and science, offer attractive  
40 financial inducements to the teacher. Other areas of the  
41 curriculum are now covered by institutes that have less  
42 generous funding.  
43

44 Institute grants are offered by the Clark Board of  
45 Education to interested teachers to provide financing  
46 where funding is lacking, or supplement where funding  
47 is meager. The institute must deal with an area being  
48 taught by the teacher applying.

1

Conditions

2

3

1. Application is made on the form provided which may be obtained in the school office.

4

5

2. Attendance during the first summer is limited to four (4) teachers. Thereafter the number approved for attendance will not exceed twelve (12) teachers.

6

7

8

9

3. Financing of the Institute Grant is contingent upon the successful completion of the work of the institute. Where this is not the case, only 50% of the Grant will be funded.

10

11

12

13

14

4. Financial help from the Board of Education will cover or supplement the following expenses when not paid or when partially paid by the Institute: registration, tuition, books, travel, and room and board away from home for husband, wife, and children. Grants are made on the basis of \$75. per week and \$15 per week per dependent up to three (3) during the weeks the Institute is in session.

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5. Opportunity to attend summer institutes accrues only to those teachers under contract to Clark and who appear for the following September. Where this is not the case, only 50% of the grant will be funded.

25

26

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6. To be eligible for an Institute Grant, teachers must have completed five (5) full years of teaching in Clark, of which the last three (3) must be consecutive. The teacher becomes eligible for additional grants each three (3) years of teaching thereafter.

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ARTICLE 3.40

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INSURANCE

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1. The Board of Education will provide full coverage of all full-time employees for Blue Cross, Blue Shield, and Major Medical as provided through the State Pension System.

2. In addition, 80% of premium for family coverage will be provided for all employees who apply for such coverage. Balance of premium to be paid for by employee.

1       3. Should an employee obtain permission from the Board  
2       for a leave of absence for over one (1) month, then and in that  
3       event, the Board shall cease payment of premiums which is its  
4       obligation under this Article, and the employee shall make his  
5       own arrangements with the insurance carrier if he desires  
6       coverage.

7

8

9                                  ARTICLE 4.10

10

11                                  HOLIDAYS AND VACATIONS

12

13       The holidays recognized by the Board of Education for non-  
14       professional employees shall be:

15

16                                  Labor Day	16                                  Christmas Day
17                                  *Columbus Day	17                                  New Year's Day
18                                  *Yom Kippur	18                                  *Lincoln's Birthday
19                                  *General Election Day	19                                  *Washington's Birthday
20                                  Veterans Day	20                                  Good Friday
21                                  Thanksgiving Day	21                                  *Memorial Day
22                                  Independence Day	22

23

24       \*Observed when school is not in session.

25

26       The following vacation table shall be used for secretary-  
27       clerical and custodial staffs beginning with year starting July 1,  
28       1969:

29

30                                  1 to 8 years employment	30                                  10 working days
31                                  9 to 18 years employment	31                                  15 working days
32                                  19 to 24 years employment	32                                  20 working days
33                                  25 or more years employment	33                                  25 working days

34

35       Arrangement for the schedule of actual days of vaca-  
36       tion shall be made with the Principal, the Superintendent  
37       and Business Administrator. Days of vacation must be  
38       used in the fiscal year, July 1 through June 30.

39

40       For employees with less than one (1) year service on  
41       July 1, a vacation period based on an accrual of 5/6 of a  
42       day for each completed month of employment will be allowed.

43

44       Members of the clerical staff employed prior to July 1,  
45       1969 shall be entitled to four (4) weeks vacation.

1

ARTICLE 4.20

2

OVERTIME

3

4        1. Members of the Maintenance and Custodial group who  
5 work on any part of a recognized holiday will be paid his regular  
6 rate for such holiday hours worked in addition to eight (8) hours  
7 of holiday allowance at his regular rate.

8

9        2. Time and a half ( $1\frac{1}{2}$ ) shall be paid to any custodian whose  
10 work exceeds forty (40) hours in any given week.

11

12        3. All Sunday work will be paid at double the normal rate  
13 of pay for all hours worked. The exception will be in instances  
14 of Community use of buildings which work will be paid at time  
15 and a half ( $1\frac{1}{2}$ ) for all hours worked.

16

17

18

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ARTICLE 4.30

20

21

UNIFORMS

22

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All custodial personnel will report to work in a clean uniform  
and safety shoes.

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ARTICLE 5.10

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PRESENT POLICIES

The Board and the Association agree in accordance with Chapter 303, Public Laws 1968, State of New Jersey that except as this Agreement shall otherwise provide, those policies, or parts of policies, their amendments and supplements adopted and applicable as of the effective date of this Agreement, which pertain to terms and conditions of employment shall continue to be so applicable during the term of this Agreement.

1

ARTICLE 5.20

2

TERMINATION AND EXTENSION OF AGREEMENT

3

4       1. The term of this Agreement for Articles 1.10 through  
5       5.20, excluding 3.10 (together with Schedule "A") and 3.40,  
6       paragraph 1 shall be from July 1, 1970 through June 30, 1972.

7

8       2. The term of this Agreement for Articles 3.10 (together  
9       with Schedule "A") and 3.40, paragraph 1 shall be from July 1,  
10      1970 through June 30, 1971.

11

12      3. This Agreement shall continue in force beyond the ex-  
13      piration date if agreed upon in writing by both parties.  
14

## SCHEDULE "A"

Salary Schedule - Teachers - 1970-71

Step	BA	Inc.	MA	Inc.	MA+30	Inc.	EdS	Inc.	Yrs. of Exp.
0	7600		8500		9100		9300		1
1	7950	350	8800		9400		9600		2
2	8300	350	9100		9700		9900		3
3	8800	500	9600	500	10200		10400		4
4	9200	400	10050	450	10650	450	10850		5
5	9600	400	10500	450	11100	450	11300	450	6
6	10000	400	10950	450	11550	450	11800	500	7
7	10400	400	11450	500	12050	500	12300	500	8
8	10900	500	11950	500	12550	500	12850	550	9
9	11400	500	12500	550	13100	550	13400	550	10
10	11900	500	13050	550	13650	550	13950	550	11
11	12500	600	13600	550	14200	550	14500	550	12
12	13100	600	14150	550	14750	550	15100	600	13
13	13700	600	14750	600	15350	600	15700	600	14
14			15400	650	16000	650	16350	650	15
15							17000	650	16

Cont.

1            Anything to the contrary notwithstanding; provisions pertain-  
2        ing to the Master's degree and half step as herein set forth are  
3        independent provisions pertaining to Master's degree only.

4  
5            The following category of teachers now in an active Master's  
6        degree program who are presently on the half step in the program  
7        will be paid at the rate hereinafter provided as long as they con-  
8        tinue courses to obtain the Master's degree.

9  
10          1. Teachers who are on the 9th step or beyond on the  
11        guide.  
12  
13          2. All others presently in the program must obtain the  
14        Master's degree at the end of the 12th step of the  
15        guide.

16  
17          In the event of 1 above teacher becomes ineligible for the  
18        benefit and payments for the half step and will immediately be  
19        discontinued in either of the following: should the teacher with-  
20        draw from the Master's program, or should the college drop  
21        such teacher from the Master's program.

22  
23          In the event of 2 above teacher becomes ineligible for the  
24        benefit and payments for the half step and will immediately be  
25        discontinued in any of the following: should the teacher not com-  
26        plete courses and obtain the Master's degree at the end of the  
27        12th step of the guide, or the teacher withdraw from the Master's  
28        program, or should the college drop such teacher from the  
29        Master's program.

30  
31          3. Teachers may become eligible for entrance into this  
32        Master's program by applying for admission there-  
33        to prior to and no later than September 1, 1969,  
34        and their acceptance in the program is subject to  
35        all conditions set forth 2 above.

36  
37          Use of "step of the guide" herein referred to is done solely  
38        for the purpose of mutual understanding between the parties of the  
39        time element as referred to in this Master's program.

40  
41          No additional teachers will be placed on the half step after  
42        September 1, 1969.

43  
44          The half step to the Master's degree will be paid at the rate  
45        of half the difference between the BA and MA schedules at each  
46        step.

47  
48          Upon receiving the Master's degree, teacher will move up  
49        to Master's salary guide.

## SCHEDULE "A" - (continued)

Salaries - School Nurses - 1970-71

	<u>Minimum</u>	<u>Increments</u>	<u>Maximum</u>
Less than a BA	\$5750	9 @ \$275	\$8225
BA	\$6000	10 @ \$300	\$9000

Salaries - Secretaries-Clerks - 1970-71

Accounting Clerk	\$5350	6 @ \$250	\$6850
School Secretary	\$5250	6 @ \$250	\$6750
Clerk-Stenographer	\$4650	6 @ \$250	\$6150

Salaries - Custodians - 1970-71

Minimum \$5750      Increments - 6 @ \$225      Maximum \$7100

plus \$ 300 in each year appointed as a "Head Custodian"  
 plus \$ 200 for fireman's black seal license.  
 plus \$ 100 for bus driver's license.

Matron \$5750

Salaries - Maintenance - 1970-71

Minimum \$7500      Increments - 6 @ \$300      Maximum \$9300

plus \$ 200 for fireman's license  
 plus \$ 100 for bus driver's license

Salaries - Bus Driver - 1970-71

Minimum \$6250      Increments 6 @ \$225      Maximum \$7600

(Custodian's Guide plus \$500)  
 plus \$ 200 for fireman's license

-----

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be hereunto affixed, all on the day and year first above written.

(SEAL)

THE CLARK BOARD OF EDUCATION  
 of the Township of Clark  
 Union County, New Jersey

ATTEST:

By \_\_\_\_\_  
 President

Secretary

(SEAL)

THE CLARK EDUCATION ASSOCIATION

ATTEST:

By \_\_\_\_\_  
 President

Secretary